

11. The holder of the Note may at any time renew the Note extend the time for its payment waive any of the covenants or conditions of this Deed of Trust in whole or in part either at the request of one or more of the Borrowers or of any person having an interest in the trust property, without in any way releasing the Borrowers ~~from any of the covenants and conditions of this Deed of Trust or of the Note.~~

12. <sup>It</sup> ~~They~~ will pay all costs, charges and expenses, including reasonable counsel fees, which the holder of the Note may incur in collecting any sum hereby secured or in enforcing any of the rights of the holders of the Note hereunder or in protecting the security of the holder of the Note, whether by suit or otherwise.

13. The Trustee may sell and convey the trust property as herein provided, although the Trustee has been, may now be or may hereinafter be, attorney or agent of the holder of the Note, in respect of any matter or business whatsoever.

14. The irrevocable power is hereby expressly granted to the holder of the Note to remove the Trustee hereunder and to appoint a successor or successors to him at any time hereafter and without notice and without specifying any reason therefor by filing for record in the office or offices, if more than one, where the Deed of Trust is recorded a deed of removal and appointment, and thereupon such successor trustee or trustees, without any further act, deed of conveyance, shall become vested with all the estates, property, title, rights, powers, trusts, duties, and obligations of his or their predecessor or predecessors in the trusts hereunder with like effect as if originally named as trustee hereunder.

15. The holder of the Note may bid and become the purchaser at any sale under the Deed of Trust.

16. The covenants, agreements, conditions and limitations of or imposed upon the Borrowers herein shall be binding upon ~~their~~ successors and assigns.

17. The rights, powers, privileges and discretions to which the holder of the Note may be entitled herein shall inure to its successors and assigns.

IN WITNESS WHEREOF, H. R. BATES, JR., INC. has caused this Deed of Trust to be executed by Harry R. Bates, Jr., its President, attested by its Secretary, and its corporate seal affixed, and James McSherry, Trustee, has hereunto set his hand and seal to show his acceptance of the trust, all on the day and year first above written.

H. R. BATES, JR., INC.

ATTEST:

By

Harry R. Bates, Jr.  
President

Secretary Louis Battistone

WITNESS:

I. Mary Staley

I. Mary Staley

STATE OF MARYLAND ) TO WIT:  
FREDERICK COUNTY )

James McSherry, Trustee (SEAL)

I hereby certify that on this 14th day of June, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Harry R. Bates, Jr. President, and, on behalf of said Corporation, ~~acknowledged~~ acknowledged the foregoing Deed of Trust to be ~~theirs~~ ~~respective~~ act, and deed of said Corporation.

Also appeared James McSherry, and he made oath in due form of law that he executed the same in the capacity therein stated and for the purpose therein contained.

WITNESS MY HAND AND NOTARIAL SEAL.

I. Mary Staley  
I. Mary Staley  
Notary Public

Exhibit A - Filed July 26, 1961